



Permit #F00138779

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00138779

Type of Permit: FILMING

Release Date: 06/26/2018

Production Company PASSPORT BRAND DESIGN LLC

Producer Cathy Cole

Insured Company Name PASSPORT BRAND DESIGN LLC

Director Sam Rogers

Contact Phone No. 1 949-220-7864

1st AD Kyle Findlay

Contact Phone No. 2 949-922-7524

Fax

Production Manager Cathy Cole

Address 882 PRODUCTION PLACE

FilmL.A. Coordinator Naomi Kajiyama

NEWPORT BEACH, California 92663

Production Title FI FALL SHOOT

Location Manager Cathy Cole

Type of Production Commercial - Internet

Primary Phone Mobile - 949-922-7524

Secondary Phone Office - 949-220-7864

Location Assistant Cathy Cole

Primary Phone Mobile - 949-922-7524

Secondary Phone

Fees

Notification Charge \$0.00

Total Permit Fee \$660.00

FILMLA NON-REFUNDABLE FILM APPLICATION FEE \$660.00

Number of Locations 2



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Summary Information**Location****Location 1 of 2****Page 1 of 2**

Permit Number	F00138779	Location Manager	Cathy Cole
Production Company	PASSPORT BRAND DESIGN LLC	Primary Phone	Mobile - 949-922-7524
Insured Company	PASSPORT BRAND DESIGN LLC	Secondary Phone	Office - 949-220-7864
Production Title	FI FALL SHOOT		

Location Address 401 Newport Center Dr, Newport Beach, CA, 92660

Location Name FASHION ISLAND

Location Type Mall

Location Description FASHION ISLAND

Prep Dates 6/26/2018 - 6/27/2018 10:00 - 18:00 2 days

Film Dates 6/28/2018 - 6/28/2018 06:00 - 20:00 1 day

Open or Closed to the Public Open

Generic Conditions All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents Passport.FI.138779.PP.NewportCenter.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location	Type	Quantity	Personnel on Location	Type	Quantity
	Cast/Crew vehicles	10		Cast	4
				Crew	10

Filming Activities Exterior establishing shots; Exterior models against scenery; Exterior motion without sound; Interior and exterior motion without sound; Interior models against scenery; Interior motion without sound;

Jurisdiction	Political: Newport Beach	Police: Newport Beach Police Department	Fire: Newport Beach Fire Department
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Production Title	FI FALL SHOOT		

Approvals NEWPORT BEACH

Monique Navarrete

Parking Base Camp

Location Type : Filming Location

Parking Notes

Public parking

Crew Parking

Location Type : Filming Location

NEWPORT



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Summary Information**Location****Location 2 of 2****Page 1 of 2**

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Insured Company	PASSPORT BRAND DESIGN LLC	Secondary Phone	Office - 949-220-7864
Production Title	FI FALL SHOOT		

Location Address 201 East Coast Hwy, Newport Beach, CA, 92660**Location Type** Dock**Film Dates** 6/28/2018 - 6/28/2018 13:00 - 16:00 1 day**Open or Closed to the Public** Closed

Generic Conditions All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents Passport.FI.138779.PP.EastCoast.PDF
Newport Beach Permit Conditions.pdf

Equipment on Location	Type	Quantity	Personnel on Location	Type	Quantity
	Cast/Crew vehicles	3		Cast	4
				Crew	9

Filming Activities Exterior models against scenery; Exterior motion without sound; Handheld equipment; Slip #19; Picture boat stationary, docked in harbor;

Jurisdiction	Political: Newport Beach	Police: Newport Beach Police Department	Fire: Newport Beach Fire Department
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Approvals	NEWPORT BEACH	Monique Navarrete
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Coordinator Note Aerial Photography with remote control aircraft. (UAS) canceled (unable to obtain waiver)

Coordinator Note Picture boat underway activity canceled per C Cole 6/26

Parking Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location



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Insured Company	PASSPORT BRAND DESIGN LLC	Secondary Phone	Office - 949-220-7864
Production Title	FI FALL SHOOT		



PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

Melissa Robles, Marketing Dir ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 401 Newport Center Drive, Newport Beach 92660
City of Newport Beach, CA 92660 (street)
(zip code)

Name of Business (if applicable): Fashion Island shopping center

I have granted permission to: Passport Brand Design
(Film Production Company / School)

To use my property for the purpose of: Pelican Hill Fall Fashion Shoot

On the day/date (s) _____
from 6 am 7 pm

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at Newport Beach, California on this 21 day of June 2018.

Signed: [Signature] Telephone: 949.720.3303
(Owner/Lessee)



NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.
- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.
- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.
- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.
- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.
- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
 - The permittee has ceased to meet the requirements and provisions for issuance of permit;
 - The applicant gave materially false, fraudulent or misleading information on the application;
 - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.
- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.
- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid. For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

ENTRY

PERMIT

NO.

The Irvine Company LLC dba California Recreation Company
1137 Bayside Drive • Newport Beach, CA 92625 • Telephone: 949.721.0111
Natalie McCollum, Sales & Marketing Manager

ENTRY PERMIT
(Developed Area)

\$ 0.00 Deposit
\$ 0.00 Entry Permit Fee

ISSUED TO: Passport Brand Design LLC
882 Production Place
Newport Beach, CA 92663
Attention: Cathy Cole, Production Manager

Permission is hereby given to you (hereinafter referred to as "**Permittee**") to enter upon the property of The Irvine Company LLC, a Delaware limited liability company d/b/a California Recreation Company (the "**Company**") and its affiliated companies, subject to the following conditions:

1. **AREA:** This Entry Permit ("**Permit**") is limited to the area located at: The Jetty, area surrounding and leading up to Slip 19 as may be more particularly described and/or depicted on Exhibit A to this Permit (the "**Property**").
2. **PURPOSE:** The permission to enter issued hereunder is nonexclusive and is limited to the following purpose(s): To conduct a photoshoot for Fashion Island Shopping Center for their Fall spread in the Pelican Hill Magazine.
3. **TERM:** Subject to the provisions for early termination contained in Section 5 below, this Permit is for Thursday, June 28, 2018, between the hours of 1 p.m. – 2 p.m. on the Jetty; leaving out the harbor at 2 p.m. in a CRC Duffy, returning to Slip 19 at 3 p.m.
4. **NUMBER OF PERSONS AND VEHICLES:** Only authorized representatives and invitees of Permittee (up to a maximum total of 12 (twelve) persons and 3 (three) vehicles at any one time) are granted the right to enter the Property during the term of this Permit.
5. **EFFECTIVENESS, TERMINATION AND SUSPENSION:** This Permit shall not be effective until (a) a counterpart executed on behalf of both Company and Permittee is delivered by both Parties; and (b) the evidence of insurance required below is delivered to and approved by Company. Permittee agrees that it shall cause its employees, representatives and invitees to refrain from entering upon the Property until the foregoing requirements have been met. This Permit may be terminated at any time by Company by notice to any person on the Property pursuant to this Permit or by notice to Permittee at the above address. The notice of termination need not be in writing. In addition, Company may suspend some or all of Permittee's activities on the Property until Permittee has cured any breach hereunder.
6. **NO DUTY TO WARN.** Company has no duty to inspect the Property and no duty to warn Permittee or any person of any latent or patent defect, condition or risk that might be encountered or incurred in entering the Property. Permittee has inspected or will inspect the Property and hereby accepts the condition of the Property "AS IS." Permittee

acknowledges that neither Company nor any employee, agent or representative of Company has made representations or warranties concerning the condition of the Property. All persons entering the Property under this Permit do so at their own risk.

7. **PERMITTEE'S RESPONSIBILITIES:** Permittee's rights under this Permit are and shall be subject to, and Permittee shall comply with and cause its employees, officers, consultants, agents, representatives, invitees and anyone entering under this Permit (collectively "**Permittee's Representatives**") to comply with the following:

(a) **Personal Supervision.** Each person entering upon the Property shall be considered at all times to be acting as an agent of Permittee and shall be continuously under the personal supervision and control of Cathy Cole, Production Manager and shall comply with all applicable laws and ordinances related to such entry.

(b) **Compliance with Standard Entry Conditions.** Each person entering upon the Property under this Permit shall comply with the Standard Entry Conditions specified on Exhibit B.

(c) **Compliance with Special Conditions.** Each person entering upon the Property under this Permit shall comply with the Special Conditions specified on Exhibit C.

(d) **Damage to Company's Property.** Permittee shall be liable for and shall pay to Company the cost of any damage of any kind whatsoever to any property of Company or its affiliates, including loss of use thereof, arising from or in any way related to (i) the acts or omissions of Permittee or Permittee's Representatives, or (ii) any breach by Permittee of any of its obligations under this Permit except for the portion, if any, of any of the foregoing which are held by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of Company. Neither Permittee nor any of Permittee's Representatives shall remove any property of any type from the Property without the express prior written consent of Company.

(e) **Third Party Property Damage or Personal Injury.** Company and the other "Indemnitees" (described below) shall not be liable for any damage of any kind whatsoever to any property belonging to or used by Permittee or any persons entering upon the Property under this Permit, including loss of use of any such property, or for any injury of any kind whatsoever to any person entering upon the Property under this Permit, arising from any cause whatsoever, and Permittee hereby waives all claims and demands relating thereto. Permittee shall be solely responsible for the safety and security of all persons entering the Property pursuant to this Permit, together with all vehicles parked on the Property, and Permittee hereby releases Company and the other Indemnitees (as defined below) from all liabilities and obligations in connection therewith.

(g) **Indemnification.** Permittee shall, to the fullest extent permitted by law, indemnify, defend and hold Company, Irvine Management Company, and any person controlling, controlled by or under common control with each such entity, together with their respective owners, shareholders, partners, members, divisions, officers, directors, employees, representatives and agents, and all of their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any and all claims, losses, liabilities, costs and expenses, including attorneys' fees (collectively, the "**Claims**") whether incurred by or made against any Indemnitee, for damage to real, personal, tangible or intangible property, including loss of use of any such property, and all Claims for bodily injury, sickness, disease or death of any person, arising from or in any way related to (i) any act, omission or entry upon the Property or other activity under this Permit by Permittee or Permittee's Representatives (including but not limited to any Claim by any insurance company which has paid a claim and is subrogated to the rights of the claimant), and (ii) any breach by Permittee of its obligations under this Permit; provided, however, that no Indemnitee shall be entitled to indemnification hereunder for the portion, if any, of any Claim which is determined by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of such Indemnitee. Payment shall not be a condition precedent to recovery under such indemnification, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend.

(h) **Insurance.** Prior to any entry under this Permit, Permittee must obtain the types and levels of insurance specified below with insurance carriers acceptable to Company. As evidence of insurance coverage, Permittee shall deliver (a) certificates of insurance issued by Permittee's insurance carrier showing such policies in force for the period of the entry, (b) an endorsement to the Comprehensive or Commercial General Liability Insurance policy, in form acceptable to Company, Company, Irvine Management Company, and any person controlling, controlled by or under

common control with each such entity, together with their respective owners, shareholders, partners, members, divisions, officers, directors, employees, representatives and agents, and all of their respective successors and assigns as additional insureds, (c) an endorsement to the Workers' Compensation Insurance policy, in form acceptable to Company, containing a waiver of subrogation by the insurance carrier with respect to the additional insureds, and (d) an endorsement to each policy, in form acceptable to Company, providing that the insurance coverage is primary and any insurance or self-insurance maintained by the additional insureds is excess and noncontributing. Permittee shall also, upon request by Company, deliver to Company copies of the policies of insurance. Each certificate of insurance shall provide that such policy shall not be subject to cancellation or non-renewal without thirty (30) days prior written notice delivered to Company. Company will not be responsible for any costs of premiums or other charges for any insurance, endorsements or certificates required hereunder. The required coverages are:

- i. **Auto Liability Insurance.** Automobile liability insurance (including owned, hired and non-owned automobile) on an "occurrence" basis, with deductibles reasonably acceptable to Company, covering all automobiles, trucks and other motor vehicles used in connection with activities under this Permit, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) or limit carried, whichever is greater.
- ii. **Comprehensive or Commercial General Liability Insurance.** Comprehensive or Commercial General Liability Insurance on an "occurrence" basis, with deductibles reasonably acceptable to Company, in an amount not less than Two Million Dollars (\$2,000,000), or limit carried, whichever is greater. If the Permittee or its employees will perform work while on or which affects the Property, such insurance must include coverage for operations, independent contractors, completed operations, contractual liability, broad form property damage, severability of interest and cross-liability clauses, personal injury and explosion, collapse and underground hazards. The limits of liability specified in this section may be provided by any combination of primary and excess liability insurance policies.
- iii. **Workers' Compensation Insurance.** If Permittee has employees who will be working while on the Property, Workers' Compensation Insurance, including employer's liability at a minimum limit of One Million Dollars (\$1,000,000) for all persons whom it employs in carrying out activities under this Permit. Such insurance shall be in strict conformance with the requirements of the most current and applicable Workers' Compensation Laws in effect during the term of this Permit.

(i) **Duty to Disclose.** Permittee shall give Company immediate notice of any violation or potential violation of any applicable governmental laws or regulations or other requirement of this Permit.

(j) **Confidentiality.** Any information, ideas, photographic materials, employee or customer information, and other documents and materials provided to Permittee ("**Confidential Information**") by or on behalf of Company, in connection with this Permit, are the exclusive property of Company and strictly confidential and shall not be used or discussed by Permittee in any manner, except as required to complete the purposes set forth in Paragraph 2 above or as required to comply with applicable law. Permittee shall use reasonable and appropriate technical, organizational and physical measures to protect Confidential Information against destruction, loss or unauthorized access, use or disclosure. In the event of an incident at the Property, Company shall be the spokesperson to disclose any and all information to the news media pertaining to such incident. In no event shall Permittee disclose any information concerning the Property or incident to the news media. Unless Permittee obtains Company's prior written permission to do so, (i) Permittee shall not publicize or disclose to any third party (except to employees and consultants of Permittee to the extent reasonably necessary to operate Permittee's business or to complete the purposes set forth in Paragraph 2 above) the fact that Company and Permittee have executed this Permit or the details of same, and (ii) Permittee shall not use Company's name or any name or image of the Property or of any of Company's (or its affiliate's) projects or properties for any purpose, including without limitation, in connection with Permittee's publicity, marketing or business pursuits. Permittee shall immediately notify Company of any actual or suspected destruction, loss or unauthorized access, use or disclosure of Confidential Information of which Permittee becomes aware. Permittee shall ensure that all of persons entering the Property in connection with this Permit agree to and abide by the foregoing.

8. **ENTRY FEE.** \$0

9. **DEPOSIT.** \$0

10. **ASSIGNMENT.** Permittee's rights under this Permit shall not be assigned, nor shall Permittee have the right to sublicense any part of the Property, and any attempted assignment or sublicense shall be void and of no effect.

11. **PERMIT CLOSURE.** Upon completion of the activities authorized under this Permit, Permittee shall certify to Company on the Permit Closure Form attached hereto as **Exhibit D** that the Property has been cleaned and restored to its original condition (except as such condition may have been changed pursuant to this Permit) and that all terms of this Permit, including the Standard Entry Conditions and Special Conditions, have been met. Permittee shall provide the completed Permit Closure Form to Company upon completion of the activities permitted under this Permit.

12. **ATTORNEYS' FEES.** In the event of any legal action to enforce the rights or remedies of either party to this Permit, the prevailing party shall be entitled to recover its costs and expenses (including attorneys' fees) of such action.

13. **AUTHORIZATION TO SIGN.** The person executing this Permit on behalf of Permittee represents and warrants that he/she is duly authorized to execute same and that Permittee is bound by the terms and conditions hereof.

14. **MISCELLANEOUS.** The obligations and liabilities of Permittee under this Permit shall survive the termination or expiration of this Permit, and shall not be affected by or diminished in any way by the existence (or lack thereof) of other entry permits or entry agreements covering all or a portion of the Property. All powers, rights or remedies of the parties to this Permit shall be cumulative with, and not exclusive of, any powers, rights or remedies otherwise available at law or in equity.

15. **ENTIRE AGREEMENT.** This Permit constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understanding of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Permit shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Permit shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. **GOVERNING LAW.** This Permit shall be construed in accordance with, and governed by, the laws of the State of California.

17. **HEADINGS.** The headings of this Permit are for purposes of reference only and shall not limit or define the meaning of the provisions of this Permit.

18. **COUNTERPARTS; DIGITAL SIGNATURES.** This Permit may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties agree to accept a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, or other e-signature) of this document, if applicable, reflecting the execution of the parties, as a true and correct original.

19. **OTHER QUESTIONS.** If Permittee has any other questions with respect to this permit, Permittee should contact Natalie McCollum, Sales and Marketing, Manager /Greg Sinks, General Manager at (949) 721.0111.

[Signature Page Follows]

[Signature Page to Permit]

IN WITNESS WHEREOF, Company and Permittee have entered into this Permit as of the
25th day of June, 2018.

"PERMITTEE"

Passport Brand Design, LLC, a California
corporation

By: Jeremy Creighton

Title: DIRECTOR

By: Cathy Cole

Title: PRODUCTION MANAGER

Note: Unless otherwise approved by Company, contracts entered into by a corporation or Limited Liability Company must be signed by the Chairman, President or a Vice President on one line and by the Secretary, an Assistant Secretary, the CFO or an Assistant Treasurer on the other line.

jeremy@passportbranddesign.com

cathy@passportbranddesign.com

"COMPANY"

The Irvine Company LLC, a Delaware limited
liability company dba California Recreation
Company,

By: _____

Name: Greg Sinks

Title: General Manager

By: _____

Name: John Doane

Title: Senior Vice President, Administration
and Operations

EXHIBIT A

DEPICTION/DESCRIPTION OF THE PROPERTY



EXHIBIT B**STANDARD ENTRY CONDITIONS**

1. **COPY OF PERMIT.** Permittee must carry a copy of this Permit at all times while on the Property.
2. **CONDITION OF PROPERTY.** Permittee is advised that the Property is being used in its "AS IS" condition as of the date of entry onto the Property.
3. **PERMITTEE'S ACTIVITIES; COMPLIANCE WITH RULES.** Permittee shall perform its activities on the Property in a safe manner and in accordance with all applicable governmental and other laws, rules and regulations. Each person entering upon the Property under this Permit shall not light any fires nor carry any weapons or firearms onto the Property or any other property of The Irvine Company LLC or its affiliates, and shall otherwise comply with all applicable laws, ordinances and regulations and any and all instructions and directions of the authorized agents of Company. In addition, such person shall comply with all terms and provisions of this Permit, including the Standard Entry Conditions and the Special Conditions.
4. **TRAFFIC CONTROL.** Permittee shall be responsible for all county and city traffic controls related to ingress and egress from the Property.
5. **FOOD; ALCOHOLIC BEVERAGES.** No person entering upon the Property pursuant to this Entry Permit shall provide, through sale of or otherwise, any tickets, food, beverages, or other items to anyone who is not directly affiliated with, or a personal guest of members of Permittee unless otherwise specifically provided for under this Entry Permit. Further, no person entering the Property under this Permit shall sell, serve, distribute or give any alcoholic beverages to ANYONE unless specifically agreed in writing by Company and, where agreed, proper evidence of liquor liability insurance has been received by Company.
6. **COOPERATION.** Permittee shall cooperate with all other contractors and other authorized personnel working within the Property (e.g., maintain through access, etc.)
7. **CONTROL OF INVITEES.** Permittee shall control the activities of its invitees for the activities permitted under this Permit in order to prevent trespass by any invitees onto land adjacent to the Property.
8. **SIGNAGE.** All signs which Permittee desires to use in connection with the activities permitted hereunder shall first be approved by Company prior to Permittee's posting of any signs on the Property.
9. **PERMITS.** Permittee is responsible for obtaining all permits required to perform the activities permitted under this Permit.
10. **FIRE RESTRICTIONS.** Permittee is required to do everything reasonably possible to prevent fires in the conduct of its activities.
11. **HAZARDOUS MATERIALS.** No "hazardous or toxic wastes, substances or materials," as such terms are or may from time to time be defined by Federal, state, county or municipal laws, ordinances, orders or regulations applicable to the use and enjoyment of the Property (which regulated materials are collectively hereinafter referred to as "Hazardous Materials") shall be placed or used or allowed to be placed or used on the Property by Permittee or Permittee's Representatives. In the event any Hazardous Materials are discovered or known to exist on the Property or in the groundwater beneath the Property or otherwise to have escaped or emanated from the Property as a result of the activities of Permittee or Permittee's Representatives, Permittee shall at its cost diligently arrange for and complete the immediate removal thereof and all clean-up and remedial measures ordered by any applicable governmental agency. Permittee shall promptly report to Company in writing any unusual or potentially important "incidents" involving Hazardous Materials, including spills, fires, revocation of permits and receipts of notices of violation. In particular, "incidents" include (a) all required reports of spills, storage, use or existence of Hazardous Materials, including notices of any release of Hazardous Materials required by Superfund, EPCRA, California Health & Safety Code Section 25359.7, or any other applicable law or regulation (b) all fires, (c) all notices of suspension of any permits, (d) all notices of violation from Federal,

state or local authorities, (e) all orders under the Hazardous Waste Control Act and the Hazardous Substance and Account Act, and the corresponding Federal statutes concerning investigations, compliance schedules, clean-up or other remedial action, (f) all orders under the Porter-Cologne Act, including corrective action orders, cease and desist orders, and clean-up and abatement orders, (g) any notices of violation from OSHA or Cal-OSHA concerning employees' exposure to Hazardous Materials, and (h) all complaints and other pleadings filed against Permittee or Permittee's Representatives related to the use, storage, disposal or release of Hazardous Materials on or from the Property. Without limiting any indemnification provision in the Permit, Permittee expressly agrees to defend, indemnify and hold the Indemnitees (as defined in the Permit) harmless from all losses, liabilities, damages, fines, penalties, costs (including clean-up costs) and expenses (including attorneys' fees) arising from or caused by Permittee's failure to comply with the provisions of this paragraph. Such obligation to defend, indemnify and hold harmless shall survive the termination or expiration of this Permit.

12. **LIENS.** Permittee shall not suffer or permit to be enforced against the Property, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors liens or any claim for damage arising from the work of any construction, excavation, survey, tests, grading, repair, restoration, replacement or improvement, or any other work, performed by Permittee or its Representatives, but Permittee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Property. Permittee expressly agrees to indemnify, defend or hold harmless the Indemnitees and the Property free from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith. Notwithstanding anything to the contrary set forth above, if Permittee shall in good faith contest the validity of any such lien, claim or demand, then Permittee shall, at its expense, defend itself and the Indemnitees against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before any enforcement thereof against the Indemnitees or the Property, but only upon the condition that if Company shall so require, Permittee shall procure and record or furnish to Company a surety bond or other acceptable security satisfactory to Company in an amount at least equal to such contested lien, claim or demand indemnifying the Indemnitees against liability for the same, and holding the Property free from the effect of any such lien or claim. Company reserves the right at any time and from time to time to post and maintain on the Property, or any portion thereof or improvement thereon, such notices of nonresponsibility or otherwise as may be necessary to protect the Indemnitees against liability for all such liens and claims.
13. **NOISE.** While on the Property, Permittee shall comply with all applicable laws, ordinances, rules and regulations respecting sound control and noise levels, and shall be responsible for controlling noise arising from its operations under this Permit.
14. **NUISANCE.** Permittee shall conduct all activities under this permit in such a manner so that no public nuisance affecting persons or property on or in the vicinity of the Property results from Permittee's activities. Permittee is responsible for monitoring and controlling the activities of all Permittee Representatives and invitees on and in the vicinity of the Property so as to prevent any public nuisance from Permittee's activities.
15. **TRASH REMOVAL.** Permittee shall clean trash related to its entry on the Property and surrounding areas during and after the activity permitted under this Permit so that the Property maintains a neat appearance at all times.
16. **RESTORATION OF PROPERTY.** Upon expiration or earlier termination of this Permit, Permittee shall clean and restore the Property in connection with any damage arising out of its entry under this Permit.
17. **VIDEO RECORDING / PHOTOGRAPHY.** Prior to use of any Unmanned Aircraft Systems (each, a "Drone") and in addition to the provisions of this Entry Permit, Permittee must execute and comply with all terms in the Drone Use Rules and Regulations, attached as **Exhibit E**. To the extent of a conflict between the Drone Use Rules and Regulations and this Entry Permit, including these Special Conditions, the Drone Use Rules and Regulations shall control.

EXHIBIT C

SPECIAL CONDITIONS

Permittee acknowledges the following special conditions on the site where its activities will take place; in the event of conflict with any other provision in this Entry Permit, the terms below shall control:

I. NONE

NOT A
PERMIT

EXHIBIT D

PERMIT CLOSURE FORM

To: Natalie McCollum / Greg Sinks,

Permit No.: CRC-2018-0001

In accordance with the terms of the above-referenced Entry Permit, Permittee hereby confirms that it has completed its activities under the Entry Permit and makes the following representations to Company:

Permittee Response		Permittee Representation	Permittee's Initials
Yes	No	Permittee has removed all of its materials, equipment, trash or debris from the Property.	_____
Yes	No	All terms of the Entry Permit, including the Standard Entry Conditions and Special Conditions thereof, have been met by Permittee.	_____

Date of Completion of Activities: _____

Permittee: Passport Brand Design, Inc.

By: _____ Date: _____

Title: _____

EXHIBIT E

DRONE USE RULES AND REGULATIONS

If the Services/Work/Purpose described in the applicable agreement between Owner/Developer/Purchaser/Company and Vendor/Contractor/Permittee includes use of Unmanned Aircraft Systems (each, a "Drone"), then these Drone Use Rules and Regulations shall be attached to such agreement (the "Contract") and the following provisions shall apply. Capitalized terms used in these Drone Use Rules and Regulations and not defined herein shall have the same meaning as given in the Contract.

1. In addition to all required insurance under the Contract, Vendor/Contractor/Permittee shall also carry liability insurance covering owned and non-owned Drones on an "occurrence" basis, with a combined single limit for bodily injury and property damage, of not less than Two Million Dollars (\$2,000,000.00) per occurrence, including but not limited to Personal and Advertising Injury Liability, or the current limit carried, whichever is greater. Vendor/Contractor/Permittee shall name the Indemnitees as additional insureds on Vendor's/Contractor's/Permittee's insurance policies providing insurance coverage for its liability arising out of the use of its owned and/or non-owned Drone. Such liability policy and any applicable excess liability policy maintained by Vendor/Contractor/Permittee shall contain the following endorsement:

It is understood and agreed that coverage afforded by this policy shall also apply to The Irvine Company LLC, Irvine Management Company, and any person or entity controlling, controlled by, or under common control with each such entity, and each of their respective owners, shareholders, partners, members, divisions, officers, directors, employees, representatives and agents, and all of their respective successors and assigns, as additional insureds, but only with respect to legal liability or claims caused by, arising out of or resulting from the acts or omissions of the named insured or of others performed on behalf of the named insured. This insurance is primary and any other insurance maintained by such additional insureds is non-contributing with this insurance as respects claims or liability arising out of or resulting from the acts or omissions of the named insured or of others performed on behalf of the named insured.

2. All Drone flights shall be conducted only as authorized by the FAA under 14 CFR Part 107.
3. The operator of any Drone must abide by all federal, state, and city laws.
 - o The operator must obtain remote pilot certification from the FAA.
 - o The drone must be registered with the FAA
 - o The operator must avoid flying the Drone through restricted airspace.
4. A Drone shall not be used to capture recognizable images of individuals or conversations between individuals without prior written authorization from those individuals.
5. A Drone shall not be used to monitor or record areas where there is a reasonable expectation of privacy in accordance with accepted social norms. The operation of a Drone must not pose an unacceptable threat to safety, privacy or the environment.
6. Operators shall be mindful of the safety of people and risk of property damage and aware of potential failure modes for their systems. All built-in safety features shall be tested before flying.
7. Operators must maintain a flight log.
8. Operators must be in line of sight during operation over Owner's/Developer's/Purchaser's property and always avoid flying over crowds.

Vendor/Contractor/Permittee hereby acknowledges receipt of the foregoing Drone Use Rules and Regulations and agrees to abide by the same to the extent they apply to the Services/Work/Purpose.

VENDOR/CONTRACTOR/PERMITTEE:

[insert Vendor/Contractor/Permittee name]

By: _____
 Name:
 Title:



NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.
- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.
- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.
- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.
- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.
- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
 - The permittee has ceased to meet the requirements and provisions for issuance of permit;
 - The applicant gave materially false, fraudulent or misleading information on the application;
 - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.
- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.
- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid. For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.